

LEWIS BRISBOIS BISGAARD & SMITH LLP
221 NORTH FIGUEROA STREET, SUITE 1200
LOS ANGELES, CALIFORNIA 90012-2601
TELEPHONE (213) 250-1800

STEPHEN H. TURNER, SB# 89627
E-Mail: turner@lbbslaw.com
BRIAN SLOME, SB#238134
E-Mail: bslome@lbbslaw.com
LEWIS BRISBOIS BISGAARD & SMITH LLP
221 North Figueroa Street, Suite 1200
Los Angeles, California 90012
Telephone: (213) 250-1800
Facsimile: (213) 250-7900
Attorneys for Defendant
CAPITAL MANAGEMENT SERVICES, GROUP, INC.
f/k/a CAPITAL MANAGEMENT SERVICES, INC.

FRED W. SCHWINN (SBN 225575)
CONSUMER LAW CENTER, INC.
12 South First Street, Suite 416
San Jose, California 95113-2404
Telephone Number: (408) 294-6100
Facsimile Number: (408) 294-6190
Email Address: fred.schwinn@sjconsumerlaw.com
Attorneys for Plaintiff, Kinh Tong

E-FILED - 12/4/07

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA-SAN JOSE DIVISION

KINH TONG

Plaintiff,

v.

CAPITAL MANAGEMENT
SERVICES, GROUP, INC. f/k/a
CAPITAL MANAGEMENT
SERVICES, INC., a New York
Corporation

Defendant.

CASE NO. C07 01026 - RMW- HRL
HON. RONALD M. WHYTE

**JOINT STIPULATION RE:
SETTLEMENT AND ~~PROPOSED~~
ORDER**

TO THE HONORABLE COURT:

Defendant CAPITAL MANAGEMENT SERVICES, GROUP, INC. f/k/a
CAPITAL MANAGEMENT SERVICES, INC. ("Defendant") by and through its

LEWIS BRISBOIS BISGAARD & SMITH LLP

221 NORTH FIGUEROA STREET, SUITE 1200
LOS ANGELES, CALIFORNIA 90012-2601
TELEPHONE (213) 250-1800

attorneys of record, Lewis Brisbois Bisgaard & Smith LLP and Plaintiff Kinh Tong ("Plaintiff") by and through his attorneys of record, Consumer Law Center, Inc., (collectively, "the parties") hereby give this Court notice that they have reached a settlement of the above referenced matter. The terms of the settlement agreement provide that defendant shall pay Plaintiff \$1500 plus those reasonable attorney's fees and costs provided for under the Fair Debt Collection Practices Act ("FDCPA") and Rosenthal Fair Debt Collection Practices Act ("RFDCPA").


The parties further agree to meet and confer and attempt to resolve all issues related to attorney's fees by November 30, 2007. Should the parties fail to reach an agreement by November 30, 2007, Plaintiff shall bring a motion asking the Court to determine the amount of attorney fees and costs recoverable. The motion shall be properly noticed pursuant to the Federal Rules of Civil Procedure and all applicable local rules and shall be set for hearing on the first available date. The motion shall be filed no later than December 14, 2007.

In light of the foregoing settlement agreement, the Parties have agreed that the trial date and all other deadlines shall be vacated. Moreover, the court appointed mediator, Thomas J. LoSavio shall be relieved of his duties in this matter.


It is so Stipulated:

Lewis Brisbois Bisgaard & Smith LLP

Date: October 23, 2007

By: 
Stephen H. Turner
Brian Slome
Attorneys for Defendant
Consumer Law Center Inc.

Date: 10-24-07

By: 
Fred W. Schwinn
Attorney for Plaintiff

ORDER:

The Court has reviewed the foregoing stipulation of the parties and finds that good cause exists to issue the following order. The Court vacates the trial date and all other deadlines in this matter pursuant to the foregoing stipulation. Additionally, the mediator Thomas J. LoSavio is relieved of his duties. The court retains jurisdiction to award Plaintiff his reasonable fees and costs pursuant to the Federal Fair Debt Collection Practices Act ("FDCPA") and Rosenthal Fair Debt Collection Practices Act ("RFDCPA"). Should the parties fail to resolve the issue of Plaintiff's reasonable attorney's fees and costs prior to November 30, 2007, Plaintiff shall file a motion for an order awarding his reasonable fees and costs. Said motion must be filed by December 14, 2007, regularly noticed pursuant to the Federal Rules of Civil Procedure and set for hearing on the Court's first available hearing date.

It is so Ordered

Date: 12/4/07

By: Ronald M. Whyte
Judge of the District Court

LEWIS BRISBOIS BISGAARD & SMITH LLP
221 NORTH FIGUEROA STREET, SUITE 1200
LOS ANGELES, CALIFORNIA 90012-2601
TELEPHONE (213) 250-1800